

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

ARTHUR LEE GARRISON,  
  
Plaintiffs,  
  
v.  
  
WOOD, et al.,  
  
Defendants.

3:19-cv-0188-MMD-CLB

**ORDER**

Plaintiff's motion (ECF No. 38) which the defendants have construed as a motion to enforce settlement agreement is **DENIED**. The defendants have shown in their response that they have complied with the settlement agreement (ECF No. 39). If plaintiff believes that a breach of contract has occurred, he may choose to file an action in state court. *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375 (1994).

In *Kokkonen*, the Supreme Court held that federal courts do not have inherent or ancillary jurisdiction to enforce a settlement agreement merely because the subject of the settlement was a federal lawsuit. *Id.* at 381. The Court stated that ancillary jurisdiction is general permissible under two circumstances: "(1) to permit disposition by a single court of claims that are, in varying respects and degrees, factually interdependent; and (2) to enable a court to function successfully, that is, to manage its proceedings, vindicate its authority, and effectuate its decrees." *Id.* at 379-80 (internal citations omitted). As to the first circumstance, the Court found that it would not be particularly efficient for a federal court to exercise jurisdiction over what is essentially a breach of contract claim because the facts underlying the breach of a settlement agreement "have nothing to do with" the facts of the underlying case. *Id.* at 380.

As to the second circumstance, the Court held that a federal court has ancillary jurisdiction to enforce a settlement agreement "if the parties' obligation to comply with the terms of the settlement agreement had been made part of the order of dismissal – either by

1 separate provision (such as a provision “retaining jurisdiction” over the settlement  
2 agreement) or by incorporating the terms of the settlement agreement into the order.” *Id.* at  
3 381. Jurisdiction exists in such a case because a breach of the settlement agreement  
4 violates a court order. *Mallard Automotive Group Ltd. v. United States*, 343 F.Supp.2d 949,  
5 955 (D. Nev. 2004) *citing Kokkonen*, 511 U.S. at 375. If the federal court has no independent  
6 jurisdiction over the settlement agreement, and absent making the settlement agreement part  
7 of the dismissal order, enforcement of the agreement is for the state courts. *Mallard*, 343  
8 F.Supp.2d at 955.

9 Defendants’ motion to seal Exhibits 1 and 2 which are plaintiff’s medical records (ECF  
10 No. 40) is **GRANTED**.

11 **DATED:** February 9, 2021.

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14 **UNITED STATES MAGISTRATE JUDGE**  
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